

Between _____ **[Service User]**

And

Quality Lifestyle Alliance Inc.

Document Owner:

Quality Lifestyle Alliance Inc.

Version

| Version | Date | Description |
|----------------|---------------------|--------------------|
| 1.0 | [Date of Agreement] | Service Agreement |

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

| Approvers | Role | Signed | Approval Date |
|---------------------------------|------------------|---------------|----------------------|
| Quality Lifestyle Alliance Inc. | Service Provider | | |
| [Service User] | Service User | | |

| | |
|---|----|
| Agreement Overview | 3 |
| 1. Goals & Objectives | 3 |
| 2. Stakeholders | 4 |
| 3. Periodic Review | 5 |
| 4. Service Agreement | 5 |
| 4.1. Service Scope | 5 |
| 4.2. Service User Requirements | 6 |
| 4.3. Specific Individual Agreements and Procedures | 7 |
| 4.4. Quality Lifestyle Alliance Inc. responsibilities and/or requirements | 7 |
| 4.5. Service Assumptions | 8 |
| 5. Service Management | 8 |
| 5.1. Service Availability | 8 |
| 5.2. Service Requests | 8 |
| 5.3. Cancellation of Regular Shifts | 9 |
| 5.4. Service User Complaints | 9 |
| 5.5. Sexual harassment | 10 |
| 5.6. Illicit and Illegal Drug Use | 10 |
| 6. Service User Advocates | 11 |
| 7. Complaints | 13 |
| 8. Medication | 16 |
| Medication Indemnity Form | 16 |
| Self -Medication Indemnity Form | 17 |
| 9. Service User Consent Form | 18 |
| 10. Breaches of Contract | 20 |

Agreement Overview

This Agreement represents a Service Agreement (“or “Agreement”) between *Quality Lifestyle Alliance Inc.* (“Service Provider”) and [Service User] (“Service User”) for the provisioning of personal support services required to support and sustain a healthy lifestyle.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all personal support services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

1. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent support services and delivery to [Service User] by Quality Lifestyle Alliance Inc.

The **goal** of this Agreement is to obtain mutual agreement for personal support services provision between the Quality Lifestyle Alliance Inc. and [Service User].

The **objectives** of this Agreement are to:

- Provide clear reference to service, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to Service Users.
- Match perceptions of expected service provision with actual service support & delivery.

2. Stakeholders

The following Quality Lifestyle Alliance Inc. and [Service User] will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this Service Agreement:

| | |
|--|----------------------|
| Quality Lifestyle Alliance Inc. | (“Service Provider”) |
| [Service User] | (“Service User”) |

3. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

[Case Managers] of Quality Lifestyle Alliance Inc. and the Manager are responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholder and communicated to all affected parties. Quality Lifestyle Alliance Inc. will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

| | |
|---------------------------------------|---------------------------------|
| Business Relationship Manager: | Quality Lifestyle Alliance Inc. |
| Review Period: | Every 3 years |
| Previous Review Date: | [Previous Review Date] |
| Next Review Date: | [Next Review Date] |

4. Service Agreement

The following detailed service parameters are the responsibility of Quality Lifestyle Alliance Inc. in the ongoing support of this Agreement.

4.1. Service Scope

The following Services are covered by this Agreement;

- Provision of personal support and community access from funding received from The Department of Communities Queensland;
- Provision of personal support and community access from funding received from other sources where required;

4.2. Service User Requirements

[Service User]'s responsibilities and/or requirements in support of this Agreement include:

As a Service User of Quality Lifestyle Alliance Inc. you will:-

- Not request workers to falsify timesheets and provide only accurate timesheets for processing.
- Maintain a safe working environment for Home Care Employees and to provide suitable well maintained equipment to meet that need e.g. provision of hoists, gloves, wheelchair, shower chair etc. if required;
- Adhere to the Policies and Procedures of Quality Lifestyle Alliance Inc.
- Allow for training of Home Care Employees without fear of recrimination
- Respect Home Care Employees and allow them to carry out their duties in line with Policies and Procedures of Quality Lifestyle Alliance Inc.
- Assist workers to carry out transfers in a safe manner in line with OH&S Requirements and abide by the no lift policy of Quality Lifestyle Alliance Inc.
- Be available when workers attend for duty on agreed shifts
- Not to make unreasonable demands on Home Care Employees
- Refrain from using unacceptable language
- Ensure that family members or people co-residing in the household/workplace treat Home Care Employees with respect and dignity
- Maintain a safe working environment in regard to any pets residing in the household/workplace.
- Carry out personal hygiene procedures
- Not engage in any improper or inappropriate conduct including improper or inappropriate conduct of a sexual nature
- Not put yourself at risk of injury or ill health
- Respect the privacy and confidentiality of Home Care Employees
- Respect Home Care Employees' religious, cultural and personal beliefs and not engage in any form of discrimination

4.3. *Specific Individual Agreements and Procedures*

[Specific individual agreement procedures]

4.4. Quality Lifestyle Alliance Inc. responsibilities and/or requirements in support of this Agreement

Quality Lifestyle Alliance Inc. agrees to:-

Acknowledge and respect the extent stipulated in the guardianship or advocacy arrangements you may undertake;

Involve you in decisions about your assessment and care plan. Quality Lifestyle Alliance Inc. will make every reasonable effort to make you aware of all the options available.

Make every reasonable effort to make you aware of the standard of service which you can expect and that services will be provided in a safe manner which respects your dignity and independence and is responsive to your social, cultural and physical needs;

Provide service on the capacity of the service to meet that need.

Take into account your views in planning and evaluation the service unless there is risk to your personal health;

Your right to privacy and confidentiality.

Quality Lifestyle Alliance Inc. reserves the right to employ Home Care Employees on your behalf and their ongoing employment is as the direction of the organization.

You have access to information about yourself held by Quality Lifestyle Alliance Inc. and requests will be dealt within a reasonable time frame.

4.5. Service Assumptions

Assumptions related to in-scope services and/or components include:

Changes to services will be communicated and documented to all stakeholders.

5. Service Management

Effective personal support is a result of maintaining consistent service levels. The following sections provide relevant details on service availability and office staffing hours.

5.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

Your Case Manager is [Case Manager]. She is available from [available from] Monday to Thursday 9.00 to 3.30 p.m. The Manager and alternative Case Managers may be available at other times depending on time constraints.

Quality Lifestyle Alliance Inc. is not an emergency support agency. As such, your Case Manager **may** or **may not** be available for emergency situations outside these hours due to budgetary constraints.

5.2. Service Requests

Every reasonable effort will be made to respond to requests in a timely manner.

5.3. Cancellation of Regular Shifts

You agree to give at least 24 hours' notice of any changes in the regular roster and agree that if I fail to do so, workers will be paid for the time they would have normally worked.

In cases of unforeseen circumstances (e.g. extended hospitalization) retention pay for the worker may be negotiated but not guaranteed.

5.4. Service User Complaints

Quality Lifestyle Alliance Inc. welcomes information and feedback from Service Users which will enable it to improve the quality of our services. (See attached form)

As a Service User of Quality Lifestyle Alliance Inc. you have a right to complain and we support the availability of advocates.

You have a right to complain about the service you are receiving without fear of retribution and can expect complaints to be dealt with fairly and promptly.

Your [Case Manager] will make every reasonable step to ensure that you feel comfortable to continue accessing the service after making a complaint.

You can lodge a complaint should you have any concerns regarding your assessment, care plan or review with the Manager.

If you are not happy with the service provided by a Case Manager, the Manager **when appropriate** will arrange for an alternative staff member to provide services.

If a complaint is not resolved to your satisfaction, the QLA policy on complaints can be implemented in order to involve the Management Committee and/or the funding body.

QLA applies the principle of “natural justice”. This means that a minimum standard of fairness is to be applied in the investigation and adjudication of a complaint. The requirements of natural justice include: fully informing a person of any allegation made against them; giving them an opportunity to state their case, provide an explanation or put forward a defense; ensuring that proper investigation of the allegations occurs, that all parties are heard and relevant submissions considered; ensuring the decision-maker acts fairly and without bias.

5.5. Sexual harassment

Sexual harassment is any form of unwelcome sexual attention that is offensive, humiliating, or intimidating and can include touching; lewd comments or smutty jokes; asking for sex; questions about someone’s private life; unnecessary familiarity, sexual assault; displays of offensive material. Sexual harassment happens in circumstances where a reasonable person would have anticipated the possibility that the other person would be offended, humiliated or intimidated by the conduct.

There is a strict procedure in place with Quality Lifestyle Alliance Inc. for dealing with sexual harassment complaints and they will be dealt with directly by the Manager and/or the Management Committee.

5.6. Illicit and Illegal Drug Use

No employee of QLA Inc. should be requested to assist in any way with anything that is illegal in this State, or in any other State or Country where they are employed by QLA Inc. This opens the employee to police involvement and criminal charges. This includes the use of marijuana, or other illicit drugs, videos, literature and so forth, that has been classified pornographic in this State, or in any other State or Country where they may be employed by QLA Inc.

6. Service User Advocates

You have the right to use an advocate of your choice to negotiate on your behalf with the staff and/or management of Quality Lifestyle Alliance Inc. This may be a family member or friend, or an agency.

Advocates will be accepted by Quality Lifestyle Alliance Inc. as representing the interests of yourself.

Advocates may be used during assessments, reviews, annual management plan meetings, goal setting and complaints or for any other communication between the Service User and Quality Lifestyle Alliance Inc.

Do you have a nominated advocate for dealing with QLAYes/No

If yes, please have them to sign the Authority to Act as Advocate Form following:-

If no please sign:

Service User Signature

AUTHORITY TO ACT AS AN ADVOCATE

I _____ nominate [Service User]

_____ to act as my support person/advocate,
(Name of advocate)

([Service User], Signature)

Effective from _____ (insert Date)

His/her contact details are:

Name: _____

Address: _____

City: _____ Post Code: _____

Telephone Number: _____

Fax Number: _____

Mobile Number: _____

Email Address: _____

7. Complaints

☐ Client

☐ Home Care
Employee Grievance

| | |
|---|--|
| Registered Number (to be completed by Management) | |
|---|--|

Part A (to be completed by person lodging form). Date: _____

Name of person lodging grievance: _____

Name of person(s) grievance is regarding: _____

Name of person grievance form submitted to: _____

Does the grievance involve alleged Assault/Neglect/Abuse of client ? Yes* / No

Does the grievance involve an alleged criminal action ? Yes* / No

***If Yes you must immediately report the matter to the Manager**

Describe grievance:

Outline your attempt(s) to resolve the matter:

What is required to resolve the matter?

Name of person submitting this form: _____

Signature: _____

Date: _____

1.1 Part B - Office use only

Manager informed (date and time): _____

Signature of person informing Manager: _____

Investigation by management member (attach additional file notes if required):

.....
Name

.....
Signature

.....
Date

2 Outcome of investigation (attach additional file notes if required):

.....
Name

.....
Signature

.....
Date

3 Recommended Course of Action (attach additional file notes if required)

.....
Name

.....
Signature

.....
Date

4 Approved Course of Action (attach additional file notes if required)

.....
Name

.....
Signature

.....
Date

Further Action Required? Yes / No (if yes attach file note with details)

Complaint Forwarded to: _____

- Complaint forwarded to Manager

☐ Date: _____

- Other named parties informed of Complaint

☐ Date: _____

Complaint Closed (date): _____

Name: _____ Signature _____

8. Medication

8.1 Medication Indemnity Form

Name: _____ Date: _____

I [Service User] _____ authorise Quality Lifestyle Alliance Inc. Home Care Employees or Agency Staff to assist me with medications on a regular basis as prescribed and including over the counter medication whilst I am a Service User of Quality Lifestyle Alliance Inc. I have been informed that Quality Lifestyle Alliance Inc. will not be liable for any ill effects, which may occur as a direct result of medication that has been prescribed to me.

All medications Yes ☐ No ☐

If yes, do you agree for Quality Lifestyle Alliance Inc. to request regular copies of your medication summary signed from any doctor that you attend? Yes ☐ No ☐

We will ensure that all matters will be treated with strict confidentiality.

Medication practitioner/s

Name: _____

Name: _____

Address: _____

Address: : _____

Telephone: _____

Telephone: _____

Signature _____ Signature _____
[Service User] [[Case Manager]]

Date _____

8.2 Self -Medication Indemnity Form

Note: Where a Home Care Employee offers the medication to the Service User, this form would not apply.

I, _____ [Service User] agree that I will be responsible for administering medications to myself, on a regular basis, as prescribed and including over the counter products.

(tick *relevant box*)

All medications ☐

Specific medication only ☐

Please specify _____

I agree that staff and management of Quality Lifestyle Alliance Inc. will not be liable for any ill effects, which may occur as a direct result of prescribed medication or over the counter products that I choose to consume.

Signature [Service User]: _____

Date: _____

Name of [Case Manager]: -----

Signature of [Case Manager]: -----

9. Service User Consent Form

I, _____ [Service User], am aware of, and understand the need for sharing my personal information to ensure that I receive the best level of care. My rights in this issue have explained to me by _____ [Case Manager]

I hereby give consent to release/request relevant information to the following agencies

| | | | | |
|--|-----|-----------------------|----|-----------------------|
| Prospective and existing Home Care Employees | Yes | <input type="radio"/> | No | <input type="radio"/> |
| Disability Services Queensland | Yes | <input type="radio"/> | No | <input type="radio"/> |
| General Practitioner/Medical Specialist | Yes | <input type="radio"/> | No | <input type="radio"/> |
| Family Members | Yes | <input type="radio"/> | No | <input type="radio"/> |
| Other Service Providers | Yes | <input type="radio"/> | No | <input type="radio"/> |
| Quality Systems Auditors | Yes | <input type="radio"/> | No | <input type="radio"/> |
| Media | Yes | <input type="radio"/> | No | <input type="radio"/> |
| Other (Please specify) | Yes | <input type="radio"/> | No | <input type="radio"/> |

With the exception of (if applicable)

[Service User] Signature: _____ Date: _____

[[Case Manager]] Signature: _____

Name: _____

OR

I do not give my consent to sharing my personal information

Signature: _____ [Service User] Date: _____

Signature: _____ [Case Manager]

Name: _____

OR

I no longer give my consent to sharing my personal information

Signature: _____ [Service User] Date: _____

Signature: _____ [Case Manager]

Name: _____

10. Breaches of Contract

Quality Lifestyle Alliance Inc. reserves the right to withdraw service if the Service User is in breach of the service agreement and service management of this document.

As a Service User of Quality Lifestyle Alliance Inc., I [Service User] have read and understood the above.

[Service User]

Please sign here:

In the presence of

[Case Manager]

Please sign here:

Representative of Quality Lifestyle Alliance Inc.

Date: _____